

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

684A



FROM: TLMA - Transportation Department

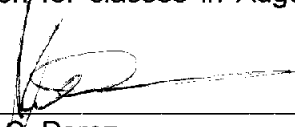
SUBMITTAL DATE:
August 4, 2011

SUBJECT: Cooperative Agreement with Colton Joint Unified School District for the construction of Roadway Improvements on Main Street in the Highgrove area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the Colton Joint Unified School District for the construction of roadway improvements on Main Street and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement.

BACKGROUND: The Colton Joint Unified School District (CJUSD) is constructing a new high school on Main Street west of Michigan Avenue within the limits of the City of Grand Terrace, San Bernardino County. The high school will open for classes in August, 2012. CJUSD is



Juan C. Perez
Director of Transportation

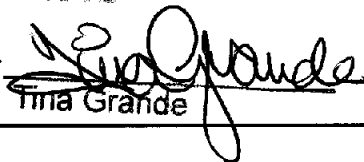
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(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,600,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12
SOURCE OF FUNDS: Colton Joint Unified School District (49%); Proposition 1B (State Bond Funds – Local Roads) (51%) There are no General Funds used in this project				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 8/3/11

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 5

Agenda Number:

3.98

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Cooperative Agreement with Colton Joint Unified School District for the construction of Roadway Improvements on Main Street in the Highgrove area.

August 4, 2011

Page 2 of 2

improving the north side of Main Street with new curb, gutter and sidewalks. CJUSD is also constructing a new traffic signal on Main Street at the entrance to the high school.

Currently, the Riverside County side of Main Street does not have any curbs or sidewalks. The Transportation Improvement Program provides funding for new concrete curb, gutter and sidewalk on the south side of Main Street to provide safer pedestrian movement in anticipation of the proposed high school. A total of 23 residential driveways will be reconstructed with the new improvements. In addition to the sidewalk, a raised median with a decorative iron fence will be constructed to direct pedestrian movement to the marked crosswalks at the intersections.

A new 30" storm drain will be constructed in Main Street as part of this project. The new storm drain, together with the new curb and gutter, will greatly reduce the street flooding that the County residents on Main Street normally experience.

The County will be the lead agency for the construction of the improvements, and the County will be reimbursed by the District for their respective share of the costs prior to construction.

The total cost for the project was estimated at \$2,600,000 with the County and CJUSD shares estimated at \$1,326,000 and \$1,274,000, respectively, and as indicated in Exhibit B of the proposed cooperative agreement. The County's share is to be funded by Proposition 1B (State Bond Funds – Local Roads).

The agreement has been executed by the Colton Joint Unified School District.

It is recommended that the Board approve the agreement.

County Counsel has approved the agreement as to form.

(Project No. B70791)

AGREEMENT BY AND BETWEEN Riverside Co. Transportation

RIVERSIDE COUNTY

AND

COLTON JOINT UNIFIED SCHOOL DISTRICT

FOR ROADWAY IMPROVEMENTS ON

MAIN STREET

(Highgrove Area)

This Agreement entered into this 21st day of July, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), and the COLTON JOINT UNIFIED SCHOOL DISTRICT, (hereinafter "DISTRICT") for the provision of certain roadway improvements on Main Street located within the jurisdictional boundaries of the COUNTY and the City of Grand Terrace, (hereinafter "CITY").

RECITALS

- A. COUNTY and DISTRICT have cooperated on planning the construction of certain roadway improvements that provide benefits to the residents on Main Street, the students and parents of the new Grand Terrace High School and the general motoring public. The roadway improvements consist of street widening, new concrete curb, gutter, sidewalk, access ramps, a raised median, median fence, drainage improvements, signing, striping and other associated roadway improvements, hereinafter referred to as "ROADWAY". A traffic signal and safety lighting will also be constructed on Main Street at the main entrance to Grand Terrace High School. The traffic signal and safety lighting hereinafter referred to as "SIGNAL". The ROADWAY and SIGNAL improvements are hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit A.
- B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and the CITY, the centerline of Main Street being the COUNTY line and CITY limit.
- C. COUNTY and DISTRICT desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY and DISTRICT desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- E. COUNTY and DISTRICT have designated COUNTY as the lead agency for the PROJECT and COUNTY will

1 therefore provide the administrative, technical, managerial, and support services necessary to implement the
2 PROJECT.

3 F. COUNTY and DISTRICT have cooperated in the preparation of improvement plans and specifications that
4 detail both COUNTY and DISTRICT's PROJECT improvements.

5 G. COUNTY will fund One Hundred Percent (100%) the ROADWAY improvements within the COUNTY, south of
6 the Main Street center line ("COUNTY IMPROVEMENTS").

7 H. DISTRICT will fund One Hundred Percent (100%) of the ROADWAY improvements within the City of Grand
8 Terrace, north of the Main Street center line ("DISTRICT IMPROVEMENTS"). DISTRICT IMPROVEMENTS
9 shall include the cost of the median fence in the new median.

10 I. DISTRICT will fund One Hundred Percent (100%) of the SIGNAL improvements at the Grand Terrace High
11 School main entrance.

12 J. COUNTY and DISTRICT will fund the median concrete curbing and median hardscape construction equally.

13 K. Costs that apply to the construction of the PROJECT (such as preparation of bid documents, advertising of
14 project for bids, award of contract, surveying, inspection, and materials testing) shall be allocated
15 proportionally between the COUNTY and the DISTRICT. See Exhibit B.

16 L. COUNTY and DISTRICT desire to define herein the terms and conditions under which said PROJECT is to
17 be administered, engineered, coordinated, constructed, managed, and financed.

18 M. COUNTY will advertise, award and administer a public works contract for the construction of PROJECT,
19 together with three other related projects: a) Main Street and Michigan Avenue Traffic Signal & Safety
20 Lighting project, b) Main Street Storm Drain project and c) Michigan Avenue Resurfacing project. See
21 attached Exhibit C.

22 AGREEMENT

23 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
24 follows:

25 SECTION 1 • COUNTY AGREES:

- 26 1. To act as the Lead Agency to advertise, award and administer a public works contract for the construction
27 of the PROJECT.
- 28 2. To identify the location of all utility facilities within the PROJECT area. If any existing public and/or private
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1 utility facilities conflict with PROJECT construction, COUNTY shall make necessary arrangements with the
2 owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the
3 PROJECT plans and specifications, and conflicting utilities shall be denoted. If any existing public and/or
4 private utility facilities conflict with DISTRICT IMPROVEMENTS within the CITY, COUNTY shall coordinate
5 with DISTRICT and CITY to make necessary arrangements with the owners of such facilities for their
6 protection, relocation, or removal. COUNTY shall require the utility owner and/or its contractors performing
7 the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
8 of said relocation work.

- 9 3. To establish the PROJECT ACCOUNT into which the DISTRICT will deposit the DISTRICT's PROJECT
10 BUDGET as shown in Exhibit B.
- 11 4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
12 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or
13 regulations, including but not limited to the local agency public construction codes, California Labor Code,
14 California Education Code, and California Public Contract Code.
- 15 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
16 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
17 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
18 construction contractor.
- 19 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
20 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
21 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
22 inspection and staff services necessary to assure that the construction is performed in accordance with the
23 plans and specifications.
- 24 7. To construct the PROJECT in accordance with approved plans and specifications.
- 25 8. To provide separate quantities and accounting for DISTRICT share of the PROJECT.
- 26 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
27 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
28 certified material tester.

1 10. To furnish DISTRICT with a complete set of full-sized film positive reproducible as-built plans and all contract
2 records, including survey documents, within ninety (90) days following the completion and acceptance of the
3 PROJECT construction contract. DISTRICT also desires electronic copies of completed plans if available. If
4 electronic copies are provided it is requested that they be provided on CD-R media.

5 11. To furnish DISTRICT with a final reconciliation of PROJECT expenses within ninety (90) days following the
6 filing of the Notice of Completion.

7 12. To contribute the amount of One million, three hundred twenty six thousand (\$1,326,000), which is One
8 Hundred Percent (100%) of the COUNTY's estimated share of the costs of the PROJECT set forth in Exhibit
9 B.

10 13. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 **SECTION 2 • DISTRICT AGREES:**

13 1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the
14 construction of PROJECT and to verify DISTRICT facilities are constructed in accordance with the approved
15 plans and specifications.

16 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
17 the PROJECT and upon written request by the COUNTY, the amount of One million, one hundred seventy
18 six thousand (\$1,176,000), (the "Deposit"), which represents the DISTRICT PROJECT BUDGET (without
19 contingencies) as shown in Exhibit B.

20 3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to
21 the DISTRICT share of the actual cost for PROJECT as submitted by COUNTY for services rendered in
22 accordance with this Agreement.

23
24 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

25 1. The total cost of the PROJECT is estimated to be Two million, six hundred thousand (\$2,600,000),
26 ("PROJECT BUDGET") as set forth in Exhibit B.

27 2. The total cost of the DISTRICT's share of the PROJECT is estimated to be One million, two hundred seventy
28 four thousand (\$1,274,000), as detailed in Exhibit B. The total cost of the COUNTY's share of the PROJECT
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1 is estimated to be One million, three hundred twenty six thousand (\$1,326,000), as detailed in Exhibit B.

2 3. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause
3 the PROJECT to overrun the PROJECT BUDGET, COUNTY shall be authorized to award contract.

4 4. If upon opening of bids for construction of the PROJECT and the successful bid is projected to cause the
5 PROJECT to overrun the PROJECT BUDGET, DISTRICT and COUNTY shall endeavor to agree upon an
6 alternative course of action. If the DISTRICT and COUNTY cannot reach a consensus on an alternative
7 course of action, the DISTRICT, at its discretion, shall at all times have the right, but not the obligation, to
8 deposit into the PROJECT ACCOUNT the difference between the PROJECT BUDGET and the actual bid
9 amount. If after thirty (30) calendar days from the date of bid opening, an alternative course of action is not
10 agreed upon, and the DISTRICT has elected not to deposit into the PROJECT ACCOUNT the difference
11 between the PROJECT BUDGET and the actual bid amount, this Agreement shall be deemed to be
12 terminated by mutual consent. If the Agreement is terminated per this provision, COUNTY shall be obligated
13 to reimburse DISTRICT for any funds already deposited with the COUNTY minus any DISTRICT share of the
14 expenditures for the PROJECT expended to date, in proportion as defined herein. COUNTY shall reimburse
15 DISTRICT within thirty (30) days of termination.

16 5. COUNTY shall inform the DISTRICT of the need for any changes to the PROJECT or the PROJECT
17 BUDGET. The parties shall agree to collaborate and cooperate in an attempt to reach agreement with
18 respect the final costs and to any change orders that affect the PROJECT or PROJECT BUDGET. In the
19 event that cost increases are necessary and the PROJECT BUDGET cannot be increased, the parties will
20 meet to conduct value engineering or mutually agree on a change in the PROJECT, so that costs remain
21 within the PROJECT BUDGET. All changes to the PROJECT or the PROJECT BUDGET must be approved
22 in writing by all Parties. DISTRICT shall be responsible for cost increases that are attributable to the
23 DISTRICT IMPROVEMENTS. COUNTY shall be responsible for cost increases that are attributable to the
24 COUNTY IMPROVEMENTS. Costs increases that are attributable equally to the PROJECT shall be split
25 evenly between the parties.

26 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
27 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
28 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
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1 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 *minimum*. Endorsements to each
2 policy shall be required which name the DISTRICT, its officers, agents and employees as additionally insured.
3 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY
4 shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of
5 this section to DISTRICT prior to the start of construction.

6 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
7 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
8 be necessary to transfer ownership.

9 8. Neither COUNTY nor DISTRICT shall be responsible for any maintenance of the improvements provided by
10 PROJECT that are located outside of their respective ownership or right of way boundaries.

11 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
12 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
13 hereto.

14 10. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the
15 date of final payment, all records and accounts relating to PROJECT.

16 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
17 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any
18 work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is further agreed that pursuant
19 to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless from any
20 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
21 done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction
22 delegated to DISTRICT under this Agreement.

23 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability
24 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
25 work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant
26 to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless from any
27 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
28 done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction
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1 delegated to COUNTY under this Agreement.

2 13. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by
3 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
4 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
5 and void.

6 14. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
7 not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any
8 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

9 15. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
10 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
11 instrument.

12 16. This Agreement shall terminate 12 months after the filing of a Notice of Completion for PROJECT. In no
13 event shall construction of the PROJECT be completed later than June 30, 2012, provided that the High
14 School is scheduled to open on or before August 15, 2012. In the event that the High School is scheduled to
15 open after August 15, 2012, the completion date for the PROJECT shall be extended by a corresponding
16 number of days, so that the PROJECT is completed at least forty-five (45) days prior to the scheduled
17 opening of the High School.

18 17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
19 addresses or such other address as the PARTIES may designate:

20 To County: Riverside County Transportation Department

21 Attention: Juan C. Perez

22 4080 Lemon Street, 8th Floor

23 Riverside, CA 92501

24 Phone: (951) 955-6740

25 Fax: (951) 955-3198

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27 To District: Colton Joint Unified School District

28 Attention: Darryl Taylor, Director of Facilities, Planning and Construction

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851 South Mt. Vernon Avenue, Suite 8

Colton, CA 92324

Phone: (909) 580-6640

Fax: (909) 554-1882

[Signatures of Parties on Following Page]

1 **APPROVALS**

2 **COUNTY OF RIVERSIDE**

3 RECOMMENDED FOR APPROVAL:

4 
5 _____ Dated: 8/1/11

6 **JUAN C. PEREZ**
7 Director of Transportation

8 APPROVED AS TO FORM:

9 PAMELA J. WALLS, COUNTY COUNSEL

10 
11 _____ Dated: 8/3/11
12 By Deputy

13 APPROVAL BY THE BOARD OF SUPERVISORS:

14 _____ Dated: _____

15 **BOB BUSTER**
16 Chairman, Riverside County Board of Supervisors

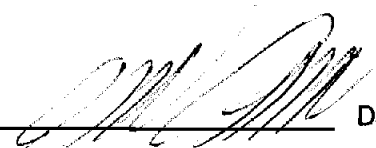
17 ATTEST:

18 _____ Dated: _____

19 **KECIA HARPER-IHEM,**
20 Clerk of the Board (SEAL)

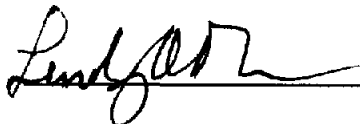
COLTON JOINT UNIFIED SCHOOL DISTRICT

APPROVED BY:


_____ Dated: 7/22/11

JAIME R. AYALA
Assistant Superintendent, Business Services
Division

APPROVED AS TO FORM:


_____ Dated: 7/28/11

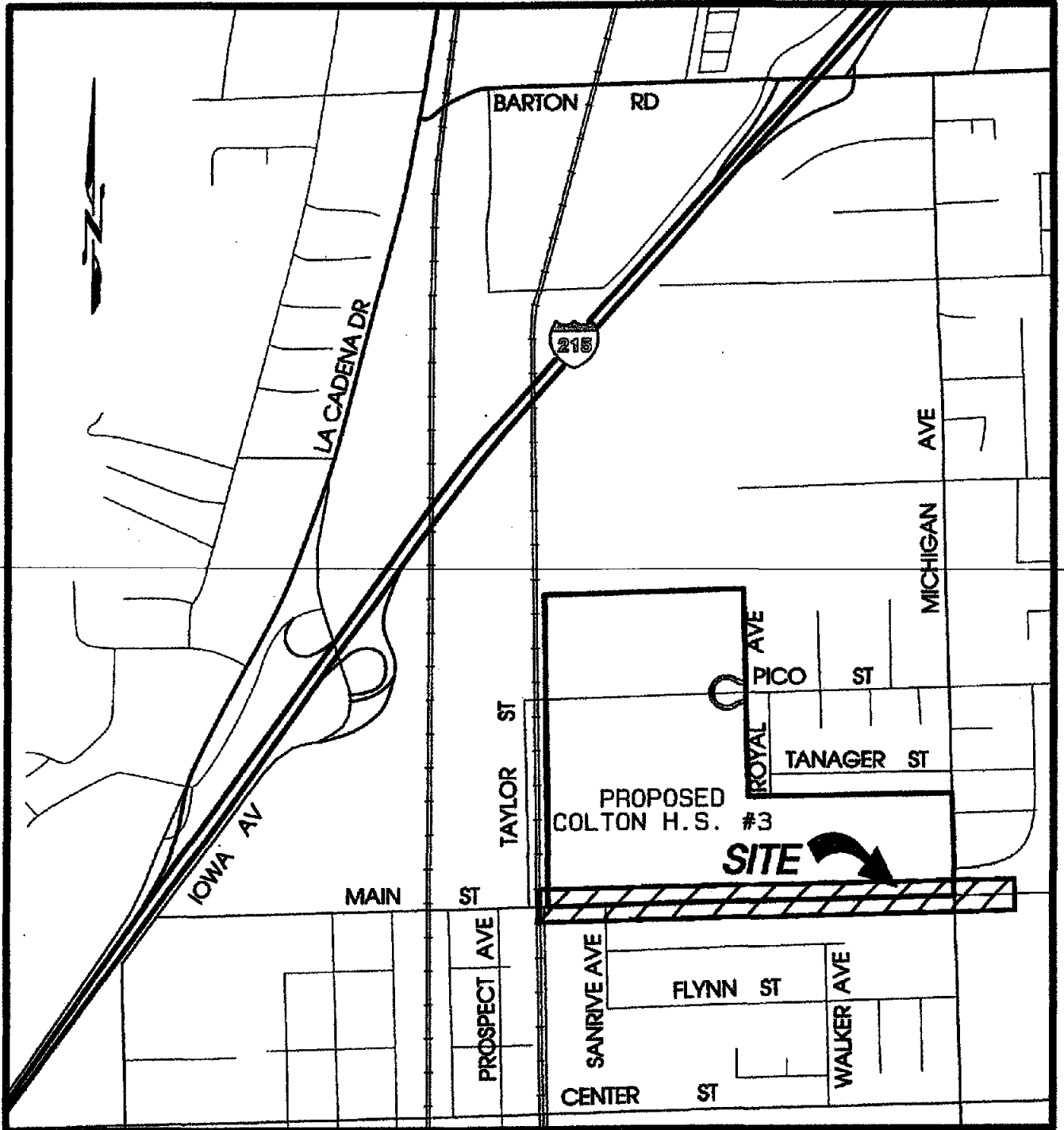
BY:
THE:

ATTEST:

_____ Dated: _____

BY:
THE:

EXHIBIT A • VICINITY MAP



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2 **EXHIBIT B • SHARE OF COSTS FOR MAIN STREET ROADWAY IMPROVEMENTS**

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TASK	COUNTY OF RIVERSIDE	COLTON JOINT USD	TOTAL
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CONSTRUCTION				
Construction		\$ 1,019,000	\$ 979,000	\$ 1,998,000
Construction Contingency	10%	\$ 102,000	\$ 98,000	\$ 200,000
SUBTOTAL Const.		\$ 1,121,000	\$ 1,077,000	\$ 2,198,000

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CONSTRUCTION ENGINEERING				
Advertise & Award	1.0%	\$ 11,000	\$ 10,000	\$ 21,000
Inspection & Testing	14%	\$ 143,000	\$ 138,000	\$ 281,000
Construction Survey	5.0%	\$ 51,000	\$ 49,000	\$ 100,000
SUBTOTAL Const. Engr.		\$ 205,000	\$ 197,000	\$ 402,000

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TOTAL		\$ 1,326,000	\$ 1,274,000	\$ 2,600,000
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COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MAIN STREET IMPROVEMENT PROJECTS

- 1 MAIN ST IMPROVEMENTS
- 2 MAIN ST AND MICHIGAN AVE SIGNAL IMPROVEMENTS
- 3 MICHIGAN AVE RESURFACING IMPROVEMENTS
- 4 30" STORM DRAIN IMPROVEMENTS

